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VIA ECF

The Honorable Mary Kay Vyskocil
United States District Court
Southern District of New York
500 Pearl Street, Courtroom 18C
New York, New York 10007

Re: Fei Qi v. HelloFresh Corporation, et al.
Case No. 1:24-cv-08716-MKV

Dear Honorable Judge Vyskocil:

The undersigned represents Plaintiff Fei Qi (“Plaintiff”) in the above-referenced matter. We write jointly with counsel for Grocery Delivery E-Services USA, Inc. d/b/a HelloFresh, sued herein as HelloFresh (“Defendant HelloFresh”) requesting this Court stay the above-referenced action pending the arbitration.

Plaintiff commenced this action by filing a Summons with Notice in the New York State Supreme Court, New York County on July 10, 2024 alleging employment discrimination based on Plaintiff’s race, national origin, disability, hostile work environment and retaliation in violation of the Civil Rights Act, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, as amended, the New Jersey Law against Discrimination, the New York State Human Rights Law, the New York City Human Rights Law, and the American with Disabilities Act, as well as unequal pay in violation of the New York State Equal Pay Act and the New Jersey Equal Pay Act. The action was filed against Defendant Hello Fresh, Dominik Richter (“Defendant Richter”), Alex Donovan (“Defendant Donovan”), and Cezanne Huq (“Defendant Huq”) (collectively, “Defendants”).

On August 28, 2024, counsel for Defendant HelloFresh represented to counsel for Plaintiff that Plaintiff executed and agreed to be bound by Defendant HelloFresh’s Mutual Agreement to Arbitrate Claims (the “Agreement”). Counsel for Defendant provided a copy of the Agreement to Plaintiff’s counsel on September 18, 2024. The Agreement contains an arbitration provision requiring the resolution by arbitration “of any and all claims, disputes, and/or controversies...that Company may have against Employee or that Employee may have against the Company or against its employees or agents in their capacity as employees or agents....claims under this Agreement shall include all past, current, and future grievances, disputes, claims, or causes of action that otherwise could be brought in a federal, state, or local court under any applicable federal, state, or local law, statute, regulations, or ordinance, arising out of or relating to Employee’s employment

with Company.”

The Parties have agreed to proceed with arbitration. Therefore, Plaintiff and Defendant HelloFresh respectfully request that the above-referenced action be stayed pending the arbitration. Plaintiff and Defendant HelloFresh agree that the court filing date, July 10, 2024, shall be considered the filing date of the demand for arbitration for statute of limitations or any other filing deadline purposes.

Plaintiff did not file a Complaint before the matter was removed to this Court. As a result, it is Defendant’s position that Defendant’s time to answer the Complaint has not started to run. Should this Court not grant Plaintiff and Defendant HelloFresh’s request to stay this action pending the arbitration, the Parties will submit a proposed schedule to the Court.

Although Plaintiff was able to serve the Summons with Notice on Defendants HelloFresh, Alex Donovan, and Cezanne Huq before the removal to this Court, neither Defendant Donovan nor Defendant Huq appeared. Upon information and belief, HelloFresh maintains that none of the individual defendants have been properly served. Despite his best efforts, Plaintiff was also unable to effectuate service of the Summons with Notice on Defendant Richter and a motion for an extension of time to serve Defendant Richter was pending before the New York State Supreme Court, New York County before the removal to this Court. Plaintiff respectfully, reserves his right to renew his application to this Court for an extension of time to serve Defendant Richter if it becomes necessary to proceed in Court.

We thank the Court for its time and attention to this matter and its consideration of this request.

Respectfully submitted,

GODDARD LAW PLLC

/s/ Megan S. Goddard

By: Megan S. Goddard, Esq.

cc: All counsel [Via ECF]

The parties' request to maintain this case stayed on the Court's docket for an indeterminate period is DENIED. IT IS HEREBY ORDERED that by April 23, 2025, the parties shall file a stipulation of voluntary dismissal without prejudice and shall stipulate to waive/preserve any claims, defenses, and/or rights that would be waived/preserved by virtue of maintaining this case open and stayed.

The Clerk of Court respectfully is requested to terminate ECF number 7.

Date: April 9, 2025
New York, New York

Mary Kay Vyskocil
Mary Kay Vyskocil
United States District Judge